

AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BEACH LIFEGUARDS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING, made and entered into this 21st day of November, 2006,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

LOS ANGELES COUNTY FIRE LIFEGUARD
ASSOCIATION (hereinafter referred to as
"LACOLA" or "Union")

WHEREAS, on the 5th day of July, 2005, the parties entered into a Memorandum of Understanding regarding the Beach Lifeguards Employee Representation Unit, which Memorandum of Understanding (MOU) was subsequently approved and ordered implemented by the County's Board of Supervisors; and

WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU as set forth hereafter:


NOW, THEREFORE, the parties agree as follows:

1. Amend Article 4 – Term; to reflect an extension of the term of the MOU as appended hereto.
2. Amend Article 5 – Renegotiation; to reflect revisions necessary to correspond with an extension of the term of the MOU as appended hereto.
3. Amend Article 8 – Salaries; to reflect negotiated salary increases, salary range extensions and payment for unused sick leave consistent with an extended contract term as appended hereto.
4. Amend Article 10 – Special Pay Practices; to add a new bonus for all bargaining unit members.
5. Amend Article 15 – Work Schedules, to revise Section 4, 24-Hour Shifts, “call to duty”.
6. Amend Article 16 – Uniforms; to provide a uniform allowance consistent with an extended contract term as appended hereto.
7. Add Appendix A – Wellness/Fitness for Life Program; to reflect implementation of the Program as amended hereto.

- 8. This Amendment No. 1 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 1 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 the day, month and year first above written.

LOS ANGELES COUNTY
LIFEGUARD ASSOCIATION

By: 

By: _____

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By: 
Chief Administrative Officer

By: _____
Fire Department

By: _____
Department of Parks & Recreation

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2008.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from July 1, 2008, through August 1, 2008, its written request to commence negotiations as well as its full and entire written proposal for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposal, negotiations shall begin thirty (30) days after such receipt or September 1, 2008, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by October 31, 2008, unless the parties mutually agree to continue negotiations.

ARTICLE 8 SALARIESSection 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
2930	JUNIOR LIFEGUARD COORDINATOR	CURRENT		81F	3816.36	4737.64
		10/01/2006		82L	3967.45	4928.00
		04/01/2007	NW	82L	3967.45	5203.27
		08/01/2007	NW	84A	4086.00	5359.00
		08/01/2008	NW	85B	4208.45	5519.73
2948	LAKE LIFEGUARD, PARKS & RECREATION	CURRENT		68F	2695.18	3337.91
		10/01/2006		69L	2801.36	3469.73
		04/01/2007	NW	69L	2801.36	3660.27
		08/01/2007	NW	71A	2885.00	3770.00
		08/01/2008	NW	72B	2969.36	3881.55
2923	OCEAN LIFEGUARD	CURRENT		76J	3362.45	4167.45
		10/01/2006		78C	3495.27	4334.64
		04/01/2007	NW	78C	3495.27	4576.73
		08/01/2007	NW	79D	3599.18	4714.18
		08/01/2008	NW	80E	3705.73	4856.00
2924	OCEAN LIFEGUARD SPECIALIST	CURRENT		83F	4026.55	5001.82
		10/01/2006		84L	4187.82	5203.27
		04/01/2007	NW	84L	4187.82	5492.64
		08/01/2007	NW	86A	4313.00	5657.00
		08/01/2008	NW	87B	4443.09	5827.55
2949	SENIOR LAKE LIFEGUARD, PARKS & REC	CURRENT		77G	3436.64	4260.73
		10/01/2006		79A	3573.00	4432.00
		04/01/2007	NW	79A	3573.00	4679.00
		08/01/2007	NW	80B	3678.18	4820.00
		08/01/2008	NW	81C	3788.55	4964.73

Section 4. Sick Leave Accrual Exchange

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, an employee may, at his/her option,

regardless of whether sick leave was used during the preceding 12 months, receive payment for up to two additional sick leave days on July 1, 2008 in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.

ARTICLE 10 SPECIAL PAY PRACTICES

Section 10. Wellness/Fitness For Life Bonus

Effective 10/1/06, all employees in the bargaining unit shall receive a bonus of twelve (12) standard salary levels upon successful completion of the annual Wellness/Fitness for Life Program as provided for in Appendix A. The bonus will remain in effect through the term of the contract (12/31/08). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

For recurrent lifeguards, the bonus will be paid for each hour worked at an hourly rate as provided for in County Code Section 6.24.020, Daily and Hourly Rates.

ARTICLE 15 WORK SCHEDULESSection 4. 24-Hour Work Shifts

- D. A “call to duty” is an activity that benefits the employer and interrupts sleep, is hours worked within the meaning of the FLSA, and includes, but is not limited to a public safety response requiring the employee to leave his/her assigned work location, respond to another location, and to generate a NFIRS report. “Call to duty” time commences with NFRIS Dispatch Time, documents Clear Time and includes an additional 60 minutes for return travel to the assigned work location, restocking and clean-up time. Return travel, restocking and clean-up time exceeding the built-in 60-minute corridor requires documentation and Section Chief approval.

ARTICLE 16 UNIFORMS

Permanent employees covered by this agreement and employed on November 1, 2008, shall be entitled to a lump sum payment of six hundred dollars (\$600) in lieu of the uniform items previously issued and replaced under the 2000-2002 Memorandum of Understanding. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

APPENDIX A

WELLNESS/FITNESS FOR LIFE PROGRAM

Objective: To enhance individual fitness, wellness, and aerobic capacity for Life!

The goal of this comprehensive Wellness/Fitness for Life Program is to improve the quality of life of all lifeguard personnel. The Program seeks to demonstrate the value of investing wellness resources over time to maintain fit, healthy, and capable beach and lake lifeguards throughout their careers. An effective program should realize significant cost savings in lost work time, workers' compensation, and disability. In addition, through data collection analysis, the County will measure the effectiveness of the Program.

Requirements to qualify for bonus.

- Take Full Medical Exam Each Fiscal Year.
- Complete Wellness/Fitness Continuing Education: 12-hours/year.
- Meet Target Numbers by Year 3 of the Program.

Note: Effective October 1, 2006, employees in the unit will receive the bonus as provided for in Article 10, Section 10 of this MOU. Effective October 1, 2006, employee must participate in an annual medical exam in his/her birth month and complete annual CE training to retain the bonus. Between December 1, 2006, and June 30, 2007, employees must complete their annual medical exam during their birth month to retain the bonus.

Failure to complete the medical will result in the loss of the bonus until employee completes a medical exam during their birth month in 2007. Employees with a birth month between July 1, 2006, and November 30, 2006, must participate in the medical exam no later than January 31, 2007, to retain the bonus. During the first year, 12 hours of Wellness/Fitness Continuing Education must be completed by May 31, 2007. In years 2 and 3 the employee must complete the most recent 12 hours of Wellness/Fitness Continuing Education prior to their birth month. Effective July 1, 2007, employee must participate in an annual medical exam in his/her birth month and complete annual CE training to retain the bonus. Effective July 1, 2008, employees must participate in the annual medical exam in their birth month, complete annual CE training and meet target strength and Max VO₂ to retain the bonus. The bonus will remain in effect through the term of the contract (12/31/08). Continuation of the bonus is contingent on evaluation and effectiveness of the Program.

Annual Medical Exam (off duty)

- Stress EKG Treadmill/Aerobic Measurement
- Blood, Lab Work, Chest X-ray.
- Strength and Flexibility Management.

Wellness/Fitness Continuing Education

- Twelve (12) hours of on-line education per year.
- Interactive with dietary tips and tasks after each chapter.
- Curriculum developed by experts on nutrition, diet, and fitness with change each year.

Max VO2:

- Target: All participants achieve Max VO2 of 40 by year three or lose bonus.
- Once Max VO2 of 40 is reached, must be maintained each year.

Strength Testing:

- Push-Ups: (Target)—24 within 60 seconds
- Crunches: (Target)—35 within 60 seconds

Ongoing evaluation of this program will be conducted by CAO/Risk Management/OHP, and will track in the aggregate, participation levels, physiological and biochemical parameters as set forth in an operational letter of agreement dated January 1, 2007.

Nothing in the operational agreement will impact the Wellness/Fitness for Life bonus set forth in Article 10, Section 10.